

State of South Carolina

Mortgage of Real Estate

County of

FILED GREENVILLE S.C.

MAR 31 3 23 PM '83

THIS MORTGAGE made this 30th day of March 1983

by Capital Growth Corporation

(hereinafter referred to as "Mortgagor") and given to Wildaire-Merry Oaks Partnership, a general partnership created and existing in accordance with the laws of the state of South Carolina

(hereinafter referred to as "Mortgagee"), whose address is c/o Mr. James E. Jones, Jr., Post Office Box 16059, Greenville, South Carolina 29606

WITNESSETH:

THAT WHEREAS, Capital Growth Corporation, a corporation organized and existing in accordance with the laws of the state of Utah is indebted to Mortgagee in the maximum principal sum of One Million Eighty-Five Thousand and No/100 Dollars (\$ 1,085,000.00), which indebtedness is evidenced by the Note of Capital Growth Corporation of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is December 31, 1990 after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 1,085,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or tract of land, together with all improvements thereon, located near the city of Greenville, County of Greenville, state of South Carolina, as shown and designated on plat thereof prepared by Freeland and Associates, dated December 17, 1979, revised February 22, 1983, recorded in the Greenville County RMC Office in Plat Book 91 at Page 91+92 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western edge of the right-of-way of Watson Road at the northern most point of the within described property and running thence, with the right-of-way of Watson Road S. 12-52 E. 440.5 feet to an iron pin; thence, S. 77-42 W. 188.7 feet to a point; thence N. 12-25 west 209.0 feet to a point; thence N. 40-09 E. 14.0 feet to a point; thence N. 48-59 W. 73.0 feet to an iron pin; thence N. 40-35 E. 272.5 feet to an iron pin on the western edge of the right-of-way of Watson Road, the point and place of beginning.

THIS is same property conveyed to the Mortgagor by deed of Wildaire-Merry Oaks Partnership recorded in the Greenville County RMC Office on March 31, 1983 in Deed Book 1185 at Page 330.

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STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX 434.00 MARCH '83

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

0.934

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